

9200 (ORB004)

**Reciprocal Fire Protection Agreement
Between
Fields/Andrews Rangeland Fire Protection Association
And
Burns Interagency Fire Zone**

This Reciprocal Fire Protection Agreement, effective May 1, 2010, between Fields/Andrews Rangeland Fire Protection Association and Burns Interagency Fire Zone is based on the Reciprocal Fire Protection Act of May 27, 1955, PL 84-86 as amended January 3, 2005, and the Cooperative Agreement between the Oregon Department of Forestry, State Forester and the Fields/Andrews Rangeland Fire Protection Association.

Recitals:

Whereas, the Fields/Andrews Rangeland Fire Protection Association is a nonprofit organization of rangeland owners which has been organized pursuant to ORS 477.315 to 477.325 to provide protection to certain lands in Harney County, Oregon, and

Whereas, the Fields/Andrews Rangeland Fire Protection Association has the responsibility for the protection of private and State rangelands within the boundary of the association area and those fires threatening private and State land, by agreement with the Oregon Department of Forestry and Oregon Board of Forestry, and

Whereas, the Fields/Andrews Rangeland Fire Protection Association is a totally volunteer organization made up of landowners and their employees and is funded only through private donations and State grants funding and is not funded by a tax base. The Fields/Andrews Rangeland Fire Protection Association is not capable of financing any fire suppression efforts outside of their volunteer efforts, which include landowner volunteer time, landowner equipment, and Rangeland Fire Protection Association equipment, and

Whereas, the Burns Interagency Fire Zone is responsible for the protection of Federal lands within the boundary of the Zone and those threatening the Zone, and

Whereas, it is in the best interest of both parties to coordinate and cooperate in the fire protection efforts in their respective areas of responsibility.

ARTICLE I: Objectives

1. To enhance the coordination and cooperation between the parties named in this agreement.
2. To enhance and maximize the safety of all personnel and equipment involved in fire suppression and prescribed burning efforts.
3. To reduce the initial attack time and suppression costs by using the "closest forces concept."

ARTICLE II: Definitions

1. **Closest Forces Concept** is defined as dispatching the closest fire suppression resources regardless of party affiliation to the incident.
2. **Cooperating Party** means the party assisting the protection/jurisdictional party.
3. **Incident Commander (IC)** is the person in-charge of the fire suppression efforts and is usually the most experienced firefighter on-scene.
4. **Initial Attack** is the control efforts taken by resources which are the first to arrive at an incident.
5. **Extended Attack** is the phase of the incident when Initial Attack capabilities have been exceeded. For the purpose of this agreement it will be defined as the actions taken after the first 24-hour period. It is also the trigger required for the Federal agencies to initiate a Supplemental Fire Suppression Agreement.
6. **Multi-Fire Situation** is two or more fires burning at the same time on land protected by one or more of the cooperating parties.
7. **Reciprocal Fire Protection Assistance** is fire protection assistance, extended by either party to this agreement to the lands of the other party as each may be in a position to furnish.
8. **Reinforcements** shall mean those resources in excess of the initial attack resources. Requests for reinforcements will be honored only as the other party may be in a position to furnish.
9. **Size-Up** is the initial assessment of the fire situation, including fire size, fire behavior, location, potential problems with control, estimate of personnel and equipment to contain.
10. **Protection/Jurisdictional Party** means the party having the legal responsibility for protection of the lands on which the fire exists.

11. **Threat** is defined as an imminent possibility that lands or property of the protection/jurisdictional party will be damaged by the fire.
12. **Threatened Protection/Jurisdiction** means the determination of "threat" is made by the threatened party. This area of threat may change based on the fire danger, fuels, weather conditions, and access. It is the responsibility of the other parties to continue to work together to mitigate the threat.
13. **Initial Action** is actions taken by a protection/jurisdictional party when an uncontrolled fire directly threatens their protection/jurisdictional area, which may be beyond the 24-hour period after the fire starts as described in the Federal "RED BOOK."
14. **Gross Negligence**, for the purpose of this agreement, gross negligence is defined as the willful disregard for human life.

ARTICLE III: Procedures

1. Each party will upon receiving a fire report within their respective areas of responsibility, dispatch their closest fire fighting resource regardless of protection party, and immediately notify the other party of the location and action taken on the reported fire. If for any reason, a protection party is unable to respond, they will notify the cooperating party.
2. It will be the responsibility of the first fire fighting unit to arrive on the fire to provide a size-up of the fire situation and report it to the protection party dispatch center. This information will then be immediately shared with the cooperating party.
3. The responsibility for the direction of the initial attack suppression action will fall to the most experienced supervisor on the first crew to arrive on the fire. This person will remain as IC until changed by the protection party.
4. Following initial attack by the closest forces, the protection party shall take over the fire unless mutually agreed to by both parties.

ARTICLE IV: Command Structure

1. In order to facilitate a coordinated fire suppression effort on a wildfire incident, the Incident Command System shall be used.
2. Following initial attack, the IC shall be designated by the protection party.
3. When lands under the jurisdiction of another party are threatened or the fire has crossed to lands protected by the other party, the designation of the IC will be a joint decision of the parties involved. These fires will be managed by a consensus of the threatened or protection/jurisdictional parties.

4. If the incident involves multiple jurisdictions, a Unified Command may be considered.
5. Command of the incident may also be delegated from one of the multiple jurisdictional parties to a single IC to act as their representative in managing the incident.

ARTICLE V: Communications

1. This agreement provides for shared communication on Burns Interagency Fire Zone frequencies in accordance with the following:
 - a. Fields/Andrews Rangeland Fire Protection Association may utilize authorized Burns Interagency Fire Zone radio frequencies during fire suppression operations or other emergency incidents.
 - b. Use of authorized frequencies is restricted to intercommunications between Burns Interagency Fire Zone and all cooperating parties while on a Bureau of Land Management/Forest Service (BLM/FS) incident or an incident on which BLM/FS is a cooperating party.

ARTICLE VI: Liability and Waivers

1. It is mutually agreed that each party to this agreement hereby waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring under this agreement as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.
2. It is understood that each party to this agreement will accept each parties standards of operation, training, personal protective equipment for the duration of the fire suppression efforts within the jurisdictional area of responsibility of the protection/jurisdictional party or threatening their protection/jurisdictional area.
3. It is understood that the issue of "threatened protection/jurisdictional area" will be determined by the definition of "threat." If there is a question regarding threat, a consensus will be reached by the Federal Duty Officer and an authorized representative of the Rangeland Fire Protection Association.

ARTICLE VII: Appropriation Limitations

1. Nothing in this agreement shall be construed as binding either party to expend any sum in excess of their available appropriation.
2. Fields/Andrews Rangeland Fire Protection Association has no funding available for fire suppression costs. All efforts by the Fields/Andrews Rangeland Fire Protection Association are of a volunteer nature and are funded only through private donations and State grants funding and is not funded by a tax base.

ARTICLE VIII: Cost Share and Supplemental Agreements

1. Cost Share and Supplemental Agreements between Fields/Andrews Rangeland Fire Protection Association and Burns Interagency Fire Zone will not include any cost obligations to Fields/Andrews Rangeland Fire Protection Association other than their own volunteer time, which include landowner volunteer time, landowner equipment, and Rangeland Fire Protection Association equipment.
2. Cost Share and Supplemental Agreements between Burns Interagency Fire Zone and Fields/Andrews Rangeland Fire Protection Association will not obligate the BLM/FS to take action or incur costs for the Fields/Andrews Rangeland Fire Protection Association area of responsibility other than what BLM/FS might consider a threat to BLM/FS protected lands.
3. Supplemental Agreements will only outline geographic areas of responsibility, command structure, communications, and coordination opportunities.
4. It is recognized that each party has different safety standards and requirements. All employees will meet their own party standards, regardless of the location of the fire.
5. The standard "Supplemental Fire Suppression Agreement" form will be used to document this agreement.

ARTICLE IX: Miscellaneous Provisions

1. This agreement shall remain in full force and effect unless terminated either by mutual consent of the parties or by cancellation with 30 days written notice from one party to the other party.

Burns District
Bureau of Land Management

Fields/Andrews Rangeland Fire Protection Association

District Manager

Chairperson

Date

Date

Attachment: Map of Protection Responsibilities

DTONEY:doris 02/25/10:FIRE